

United States Courts
Southern District Of West Virginia
Huntington Division

Ricky C. Brooks,
1 Mountainside Way
Mt. Olive, WV 25185
Plaintiff

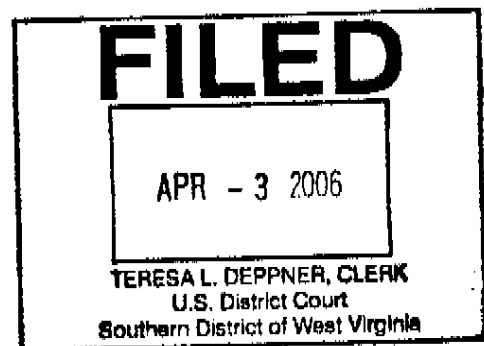
v.

Civil No. 3:06-0245

City National Bank,
1751 5th Ave
Huntington, WV 25703
Defendant

FDIC,
550 17th Street NW
Washington, DC 20429
Defendant

Sandra Lesper,
1751 5th Ave
Huntington, WV 25703
Defendant



Complaint

Now Comes the Plaintiff, Ricky C. Brooks, proceeding in propria persona, who sues the Defendant(s) City National Bank; FDIC; and Sandra Lesper, and says the following:

- 1) This Court has subject-matter jurisdiction and this civil action seeks over \$ 25,000,000.00 in damages;
- 2) The Plaintiff was a citizen of the United States residing in Cabell County at the time this cause of action arose;
- 3) The Defendant(s) are incorporated in the State of West Virginia and conducts business through its City National Bank branch offices in Huntington and Charleston at the time that this cause of action arose;
- 4) On or about February 2004, the Plaintiff entered into a contract with City National Bank;
- 5) In addition, the Plaintiff states that City National Bank agreed, approved, opened for the Plaintiff an active savings and checking account(s);
- 6) The Plaintiff states that the active savings and checking account(s) included any of the City National Bank's affiliations under the insurances of the Federal Deposit Insurance Corporation subjected to transpired transactions on the approved opened savings and checking account(s);

7) The Plaintiff states that the Huntington Branch City National Bank entered inaccurate account numbers for both savings and checking approved opened account(s) in error;

8) The Plaintiff states in addition he was notified by major businesses that every check(s) issued by the Plaintiff through those inaccurate account for checking and savings with City National Bank returned non-sufficient funds as a result of the error(s);

9) As all those major businesses re-entered the transpired transactions several times with both the check systems that were established for City National Bank and within every major businesses with a twenty-five dollar \$25 returned check fee on each and every check;

10) The Plaintiff states that this twenty-five \$25 or a thirty \$30 returned check's policy was imposed on the monthly balance sheet statements for the Plaintiff from City National Bank;

11) The Plaintiff states that even when he had deposited a respectable sum of money into both savings and checking accounts and to cover those

bounced checks by both the major businesses and City National Bank in over triple amounts by each and every parties involvement due to the errors by City National Bank ;

12) The Plaintiff states that he was unreliable, unsuccessful and unable to repay the returned checking fees in the continuances of all the checks, and in allotted time imposed by all major businesses and City National Bank upon the Plaintiff ;

13) The Plaintiff was wrongfully accused, insulted, humiliated by City National Bank's branch manager's at various locations when he confronted the administrations about the checks and returning bounced checking fees that was stamped (NSF) ;

14) City National Bank accepted their errors on the savings and checking accounts re-issued new checks without the Plaintiff's request for new checks offered also agreed to a loan for the Plaintiff to correct the errors and compensate the damages of all the transpired transactions of the major businesses, the check systems and all the checks fees and those that were stamped NSF or and unpaid balances in a verbal and written agreement summary on the bank's letterhead that was made in errors of City National Bank and

under those signed contracts and policies of the Federal Deposit Insurance Corporation and any or all affiliations associated with City National Bank ;

(5) The Plaintiff states that numerous legal charges was filed in the Cabell County Courthouse by the major businesses listed in the most simple small businesses where he cannot list most large investments due to legal advisements and their contracts conflict of interests in short the companies of U-Haul , Blackhawk Realtors Development, Wal-Mart, Lowes Home Improvement, Check Exchange, Kohle's Department Stores, Harts Corners, Kroger's Stores, Speedway Convenient Stores, Pizza Huts, Domino's Pizza, Johnathan's Home Renovations, Corporated Insurances and those affiliated with worker's compensation and Insurances required and permitted by State and Federal laws and all those businesses presently or currently in default with their financial advisers and real estate investments and rental properties ;

(6) The Plaintiff states that the Huntington Branch of City National Bank office admits to the inaccurate accounts of savings and checking in errors in a correspondence for the Plaintiff, but the Plaintiff also would wish to address the Courts that

the dates between which City National Bank's error(s) and responsibility reaches beyond the specified dates of the issuing letterhead from the Bank's manager;

17) The Plaintiff states that due to City National Bank's breach in contract, and negligences the Plaintiff endured, and suffered the following damages:

- a) worker's compensation;
- b) failed investment, failed insurances;
- c) defamation by insurances;
- d) defamation of character;
- e) mental anguish;
- f) mental distress;
- g) indignity and humiliation;
- h) intentional infliction;
- i) breach in contract;
- j) loss in stock, bonds, certificates;
- k) failed real estate properties;
- l) failed rental properties;
- m) evictions rental;
- n) negligences;
- o) punitive damages;
- p) fired from employment;
- q) loss wages, benefits, insurances;
- r) pain and suffering;
- s) emotional disorientation;

- t) developmental pressures;
- u) loss creditabilities, bad credit;
- v) fear, shock;
- w) criminal involvement;
- x) late check fee's of system checks businesses;
- y) recovery losses;
- z) loss liabilities;
- a) unfair treatment of a financial institution;
- b) conflict of interests;
- c) unable to concentrate;
- d) unable to focus;
- e) sickness in health;
- f) depression; stress;
- g) medical attention abuse;
- h) psychological treatment;
- i) psychiatric treatment;
- j) suicidalness;
- k) paranoia;
- l) abuse in mental or emotional medications;
- m) late utilities payments;
- n) legal actions taken;
- o) inaccurate accounts in errors;
- p) denied loan;

18) The Plaintiff states that the Defendants are liable for breach in contract, negligences and liable for under respondent superior.

Where, the Plaintiff prays for a trial by jury;
and that a judgement for compensatory damages
be entered in excess of \$25,000,000.⁰⁰

Respectfully submitted,

Ricky Craig Brooks

Ricky Craig Brooks
1 Mountainside Way
Mt. Olive, WV 25185

State of WV
County of Fayette

The foregoing instrument was acknowledged before
me this 17th day of March 2006. My
Commission expires 15 March 2010.

Lisa R. Frye, Notary

Executed February 8, 2006
Executed February

